

# **EXHIBIT B**

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NECC

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Cleanroom Services  
8 Industrial Park Drive, Nashua, NH 03062  
Toll Free: (877) 527-9200  
An ISO 9001:2008 Company

## UNICLEAN CONTAMINATION CONTROL SERVICE AGREEMENT

DATE: May 13, 2011  
CUSTOMER: NECC  
ADDRESS: 697 Waverly Street  
Framingham, MA 01702  
PHONE: 800-994-6322

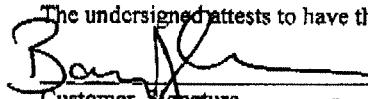
The undersigned (the "Customer") orders from the UniClean Division of UniFirst Corporation (the "Company") the service and products at the prices and upon the conditions outlined below.

1. **THE COMPANY GUARANTEES TO DELIVER QUALITY SERVICE AND PRODUCTS.** The Customer may terminate this agreement without penalty, should the Company fail to take corrective action regarding service and/or quality-related deficiencies from that which might be reasonably expected within fifteen (15) work days of complaint from Customer to Company. Specific complaints may be made via telephone call or may be made in writing via certified mail or overnight with proof of delivery to UniClean Attention: "General Manager". Upon termination by Customer, Customer agrees to pay all outstanding balances that are due in full and all materials issued to the Customer shall be returned in good and useable condition under the terms of this agreement.
2. This service agreement is effective as of the date of execution and shall remain in effect for a period of one (1) year from the date of service initiation. The service agreement may be renewed by both parties upon presentation of a new agreement from Company to Customer at least 30 days prior to the end of the first agreement's contract term and each subsequent one (1) year contract term thereafter.
3. A minimum service charge of 90% of the monthly invoice amount will be in effect for the duration of the contract provided that all services outlined in the attached Service Schedule have been completed to the satisfaction of Customer.
4. Upon each anniversary date of this agreement the prices then in effect will be increased by the annual percent increase in the Consumer Price Index (CPI-U) or by a maximum of 5%. Additional price increases and other charges may be imposed by separate written notice. Customer may decline such additional increases or charges by notifying the Company within ten days after receipt of such notice.
5. The Company agrees to furnish all equipment, tools and supporting material necessary for the performance of its duties. The duties are outlined in the Service Schedule attached hereto and by specific reference made a part of this Agreement.
6. Additional services/frequency may be added to this agreement upon written or verbal request of the Customer at the prices then in effect. Service additions are considered accepted by the Customer upon signature notation or payment of any invoice reflecting additional services. The contamination services provided are detailed in the Service Schedule section of this agreement. All service changes/ requests will be made and noted on the customer work order. Related price changes will be addressed in the form of a quote and provided to the Customer for approval prior to changes to services.
7. Credits for holidays/shutdowns were pre-determined and considered as part of the monthly charge herein, and no other adjustments will be made for those holidays.
8. Upon the termination or expiration of this agreement, All Company owned property will be returned. Customer agrees to pay for all lost and damaged property at the replacement cost within 10 business days.
9. The Customer certifies that the Company is in no way infringing upon any existing agreements between the Customer and any other cleaning service company.

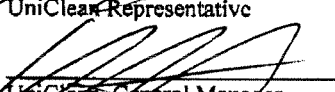
(F) 403-888-0668

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10. The Customer may not assign this agreement to another party without the prior written consent of the Company.
11. Any dispute arising under this agreement shall be resolved by binding arbitration and not by lawsuit. The arbitration shall be conducted in the capital city of the state where the Customer is located (or at some other location agreed to by both parties) and under the Commercial Arbitration Rules of the American Arbitration Association.
12. The Customer agrees to make payments of total monthly minimum within 30 days of invoice receipt. A late charge of 1.5% per month, (18% per annum) for any amount in arrears may be charged.
13. The Company will maintain appropriate worker's compensation insurance coverage for all of its employees who may visit the Customer's premises. The Customer warrants that the premises to be serviced are free of hazardous materials. The Customer hereby agrees to hold the Company harmless from any and all liability resulting from any Company personnel exposed to such hazardous or harmful materials.
14. It is expressly agreed that the Company will select and designate all personnel to perform its obligations under this Agreement. Company certifies that all personnel assigned to perform services at Customer's premises do not have any criminal background or record whatsoever and that all personnel shall conform to all Security Standard Operating Procedures and Protocols in place at Customer's facility at all times during performance of their duties.
15. The Company and any of its personnel are not, employees of the Customer but are independent contractors; and in this regard, such Company personnel will not be within the protection or coverage of the Customer's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the terms agreed to be paid to the Company herein, the same being contract payments and not wages.
16. The Customer agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, the Customer will not employ any employees, agents, representatives of the Company without the express written consent of the Company. The Company agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ any employees, agents, representatives of the Customer without the express written consent of the Customer.
17. This writing and any addendums hereto represent the entire agreement between the parties. Further, this agreement is not binding on the Company until executed by the General Manager of the facility that will provide service to the Customer.
18. The undersigned attests to have the authority to execute for the named Customer.

	<u>Barry J. Cadden</u>	Pres.	<u>5/16/2011</u>
Customer Signature	Printed Name	Title	Date

	<u>Jesse Coim</u>		<u>5/23/11</u>
UniClean Representative	Printed Name		Date

	<u>Karen P. Smith</u>		<u>5/19/11</u>
UniClean General Manager	Printed Name		Date

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**Services Schedule- Monthly Clean**

UNICLEAN CLEANROOM SERVICES CLEANROOM CLEANING CHECKLIST					
Initial Daily Section to Indicate Completion					
Cleanroom		Daily	Weekly	Monthly	Quarterly
Area work will be performed: 2 Class 10,000 Cleanroom and Anterooms				X	
Empty and Wash All Trash Receptacles, Replace Liners, and Remove to Designated Areas				X	
Vacuum Floors with Hepa Filtrated Vacuum System				X	
Clean and Sanitize Pass Throughs (If Applicable)				X	
Mop and sanitize Floors with Sterile IPA Using UniCleans Cleanroom Mopping System				X	
Clean and sanitize Walls with Sterile IPA Using UniCleans Cleanroom Mopping System				X	
Clean and sanitize Ceilings with Sterile IPA Using UniCleans Cleanroom Mopping System				X	
Clean and Sanitize Exterior of Hoods				X	
SPECIAL INSTRUCTIONS: All tasks outlined in this proposal will be performed by UniClean trained employees. All Sterile IPA will be provided by NECC.					

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### Pricing Schedule

#### Contamination Control Pricing Summary:

Service Per Above Checklist	Monthly Cost
Monthly Cleaning and Sanitization:	\$865.00 - Monthly
Annual Cost for Services	\$10,380.00
Post-Construction Cleaning - as Requested	\$99,000

### Contact Information

UniClean Cleanroom Garment Services  
8 Industrial Park Drive  
Nashua, NH 03062

Toll Free: 877-527-9200  
Fax: 603-888-0668  
www.uniclean.com

Department	Contact
UniClean Regional Sales	Jesse Coiro
Contamination Control Service Manager	Edwin Cardona
Customer Service (A/R)	Adriane Brodeur
Office Manager	Elena Beaulieu
Division Quality Assurance Manager	Lino Santos
Director of Operations	Kevin Stultz
Division General Manager	Mike Bovino